

# ***HEYWORTH HEYDAYS CELEBRATION***

## **Professional Food Vendor Contract**

This agreement dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 by and between The Heyworth HeyDays Celebration, hereinafter known as "Heyworth" and:

Business \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Hereinafter known as "Vendor" for the purpose of preparing and serving food and drink at the Heyworth HeyDays Celebration, May 29 – June 1, 2014.

Vendor agrees to pay Heyworth a \$275.00 fee which is due and payable at the execution of this contract. All contracts with payment and certificate of insurance must be returned by April 30, 2014. Vendor understands that this payment is non-refundable after April 30, 2014. Vendor agrees to forfeit the \$275 fee in the event of a "no show" or for failure to comply with **any** term of this agreement.

Heyworth agrees to provide Vendor with a 15' by 20' space at the Heyworth HeyDays Celebration. Heyworth reserves the right to change Vendor's menu as to limit the duplication of foods. Vendor will serve only the items listed on the approved contract, no changes will be allowed without written permission. If Vendor is caught selling items not listed on the approved contract, Vendor will be asked to leave and will forfeit the \$275 fee.

It is further agreed that Vendor will:

- 1) furnish a certificate of insurance for general liability coverage in the amount of \$1,000,000.00 or more which names The Village of Heyworth, The Heyworth HeyDays Celebration, Heyworth HeyDays Celebration Board of Directors, and Committees as additional insureds,
- 2) be subject to the rules and regulations of the McLean County Health Department, the Village of Heyworth and the Illinois Department of Revenue,
- 3) provide all necessary equipment and labor to properly prepare and serve the food and drink, dispose of waste, and keep your immediate area clean,
- 4) provide a 5 Lb. fire extinguisher if cooking is involved, otherwise an extinguisher having a 2 A rating is required,
- 5) provide hose to reach nearest possible water hookup and must match the devices provided on site. Any special water hookup must be approved by Heyworth and are not considered a part of this contract,
- 6) check in with the Food Committee Representative prior to setting up, so that you may be directed to your location. Set up times will be from 8:00AM – Noon on Thursday, May 29, 2014. If you are

not able to set up during this time, special set up arrangements must be coordinated and scheduled with the Food Committee Representative,

- 7) keep clear all designated fire lanes at all times,
- 8) have their stand in place and open for business during the open hours of the celebration,
- 9) serve and sell only the items listed on the attached approved schedule from only their designated area (no roving sales),
- 10) remove their stand/trailer from the premises by 8:00PM on Sunday, June 1, 2014, but not before 2:00PM on Sunday, June 1, 2014,
- 11) be responsible for the security of all equipment, product, and personal affects during the Heyworth HeyDays Celebration. Heyworth takes no responsibility for any losses incurred through theft, carelessness, force majeure, riots, power outage or power surges.

Other agreements:

- 1) Vendor is responsible for any damage to the grounds resulting from grease spills, fires, product spillage or any other destruction resulting from Vendor's operations during the Heyworth HeyDays Celebration.
- 2) Vendor agrees to indemnify and hold harmless the Heyworth HeyDays Celebration, The Village of Heyworth, Heyworth HeyDays Celebration Board of Directors and Committees for any liability, damage, or injury to any person or personal possession caused by the Vendor, Vendor's agent, or the Vendor's possessions and any liability, damage, or injury to the Vendor, Vendor's agents, or the Vendor's possessions.
- 3) Vendor understands that electrical/power hook-ups are limited. Heyworth does not guarantee to meet Vendor's power requirements, but will make reasonable efforts to meet Vendor's needs. Therefore, please provide your power requirements below.

\_\_\_\_\_ # of hookups      \_\_\_\_\_ amps      \_\_\_\_\_ volts

Any questions or correspondence should be directed to:

**Heyworth HeyDays Celebration**  
**108 S Buchanan St, PO Box 439**  
**Heyworth, IL 61745-0439**  
**309-473-2811**

The undersigned hereby agree to the terms and conditions set forth above and on the attached "Requested Menu Form".

By: \_\_\_\_\_  
Vendor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Heyworth

Date \_\_\_\_\_

The following Requested Menu Form is part of the foregoing agreement between Vendor and Heyworth for the Heyworth HeyDays Celebration on May 29 – June 1, 2014.

List below items you wish to sell. Menu is not considered approved until reviewed and signed by an authorized Heyworth HeyDays Celebration committee person.

**REQUESTED MENU FORM**

Menu Items (Be Specific)	Retail Price
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

Approved:

**By:** \_\_\_\_\_  
Hey Days Committee Person

**Date** \_\_\_\_\_